

August 13, 2009

**ADDENDUM NO. 1
FOR THE
ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT PROJECT**

Notice is hereby given that the following revisions, clarification, additions and/or deletions are hereby made of, and incorporated into plans and specifications for the
ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT PROJECT.

SPECIFICATIONS:

1. **Remove** entirely Attachment 5 and **Replace** with updated attachment 5 attached.
2. **Revise** Specification section 09315 as follows:
 - **Delete** sub-section B and C to existing Section 1.4 "Quality Assurance".
3. **Revise** Specification section 09680 as follows:
 - **Delete** sub-section A to existing Section 1.04 "Quality Assurance".
4. **Revise** Specification section 16715 as follows:
 - **Delete** sub-section B and C to existing Section 1.5 "Contractor Qualifications".

DRAWINGS:

1. **Delete** Construction Note #4 on sheet A4.0.
2. **Delete** Telecommunication Construction Notes #4 and #5 on sheet E1.0 and E2.0.

RESPONSES TO CONTRACTORS RFI'S:

Question #1:

Is there a connection between the southern Lab Section of the building and the second floor server room?

Answer #1:

There is existing fiber connection.

Question #2:

If yes, will the connection be fiber optic cable and how will the conduit be run?

Answer #2:

There is existing conduit that feeds the Southern Lab.

Question #3:

In demolition notes, note "E" states to patch and repair all adjacent walls, floors, and ceiling damaged during construction to the satisfaction of the project manager. There is no mention of painting the walls upon completion of patch and repair. Are we to assume that walls will not be painted?

Answer #3:

Contractor shall patch and repair any damages during construction to match existing and adjacent condition, which shall require some painting to match adjacent surfaces.

Question #4:

After the removal of all unused or abandoned cabling as required by 2007 CEC., who will be responsible for installation all the acoustical ceiling tiles throughout?

Answer #4:

Contractor shall be responsible for removal, re-installation, replacement and repair if there is any damage to the existing acoustical ceiling tiles to its original condition.

Question #5:

Room numbers to be tiled?

Answer #5:

See Construction Note #3 on drawing A4.0.

Question #6:

On the south side of the LIB Room with all those outlets, can we use "Wiremold" to install those outlets so close together instead of cutting them in the wall individually?

Answer #6:

Install new outlets in wall on the south side of the LIB Room, as shown in sheet E1.0 of the plans. No "Wiremold" accepted.

Question #7:

Are the partitions that are going in internally set up outlets already? Or are they non-powered partitions?

Answer #7:

All cubicle outlets are pre-wired by the partition manufacturer. Contractor shall intercept and extend wiring to panel in new telepower pole J-box, as shown in the plans.

Question #8:

Are the cubicles pre-wired for standard voltage?

Answer #8:

Yes. See answer #7 above.

Question #9:

Where is the location of the main service for bonding the trays and is it accessible for routing the bonding wire?

Answer #9:

Main electrical service is located in the Mechanical Room 106. Trays shall be bonded to existing grounding electrode or column grounding building steel Room 116 (Electrical Room).

Question #10:

Want to confirm that the cable is CAT6A?

Answer #10:

Cable CAT6A shall be installed per plans.

Question #11:

I wanted to verify if the receptacles in the cubicles are pre-wired and only need an end-feed connection?

Answer #11:

Yes. See answer #7 above.

Question #12:

I heard that during the job walk someone brought up that the City requires that all electricians performing the work to be certified. Is this correct and does it mean we can't use apprentices for anything or just high voltage connection?

Answer #12:

In accordance with California Labor Code Section 3099.2., the contractor shall use, and/or cause its electrical subcontractor to use, properly certified electricians to perform electrical work.

Question #13:

Is there new flooring in Lobby 101 under this contract?

Answer #13:

Existing ceramic tile in Lobby 101 is to remain and is not part of this contract.

Question #14:

Is new ceiling tile going to be installed prior to this contract?

Answer #14:

Yes.

Question #15:

Are new door thresholds to be installed where new carpet is installed adjacent to rooms' not receiving new carpet? If so, specify type.

Answer #15:

Contractor is to provide and install new door thresholds where new carpet is installed and adjacent to rooms not receiving new carpet. Threshold product number is 272A from PEMKO Manufacturing, Co. or equal. Contractor is to provide threshold submittal for review and approval prior to installation.

Question #16:

Will systems furniture contractor layout new cubicle system for electrical drop locations?

Answer #16:

Yes. See electrical drawings.

Question #17:

Please provide exact number of door openings to receive thresholds? 1 or 2 ?

Answer #17:

See Answer #15 above.

Question #18:

Besides the frame type clarified below (PEMKO), is the pair doors hollow metal too?

Answer #18:

Existing pair doors is hollow metal.

Question #19:

What is the door undercut to be after new floors? Is there cutting of doors involved?

Answer #19:

Contractor is to field verify and cut doors as required after new floors are installed.

Question #20:

What is the Pemko product # for the threshold?

Answer #20:

See Answer #15 above.

ATTACHMENTS:

1. Updated Attachment 5.
2. Pre-Bid Meeting Sign-In Sheet dated August 6, 2009.

END OF BID PACKAGE MODIFICATIONS

To: All Plan Holders for the Environmental Services Building Tenant Improvement Project
Subject: ADDENDUM NO. 1
Date: August 13, 2009

INSTRUCTIONS TO BIDDER:

The bidder must sign this addendum in the space provided below and return one signed copy of this sheet with the bid. **Failure to return this signed copy with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal.**

APPROVED BY:


KATHERINE JENSEN
Division Manager

Bidder's Name _____	Date _____
Signature & Title of Bidder _____	

ATTACHMENT 5

CONTRACT PROVISIONS FOR PREVAILING WAGES

PREVAILING WAGES

Attention is called to the fact that State of California Prevailing Wage Rate requirements apply to this project. Copies of the General Prevailing Wage Determinations made by the California Director of Industrial Relations are available at the Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, San Jose CA 95113-1905 and the Office of the City Clerk, 200 East Santa Clara Street, 2nd Floor, City Hall Wing, San Jose CA 95113-1905. The General Prevailing Wage Determination is also available via the Internet at www.dir.ca.gov/DLSR/PWD. All questions regarding prevailing wage requirements are to be directed to the Office of Equality Assurance at 408-535-8430.

Installation of draperies, blinds, shades and awnings under a construction contract is subject to prevailing wage requirements. The appropriate craft classification is **Laborer Group 3 [DIR Wage Index Pages 49-50]**.

The appropriate craft classification for on-going construction clean-up is **Laborer Group 3 [DIR Wage Index Pages 49-50]**.

The appropriate craft classification for final construction clean-up is **Laborer Group 4 [DIR Wage Index Pages 49-50]**.

Effective January 2, 2002, a Congestion Zone Fee (CZF) is required to be paid to each Ironworker [refer to Ironworker Master Agreement, under Travel & Subsistence Provisions, Parking Fee]. The CZF is \$8.00 per worker/per day. The CZF is to be included on the contractors' certified payroll reports under the Travel & subsistence column. Failure to pay the CZF will result in a prevailing wage violation requiring the contractor to make restitution to the affected worker(s). Additionally, liquidated damages will be assessed.

The appropriate craft classification for welding is **Ironworker [DIR Wage Index Page 2]**.

In the performance of this Agreement:

I. Standards of Responsibility: Prevailing Wages (Municipal Code 4.10.200)

The city requires in all of its procurement procedures that all persons who submit bids, proposals or offers to enter into a contract with the city to do so truthfully and in good faith, and shall not attempt to mislead the city with respect to the following including, but not limited to, records regarding the nature or quality of the work performed under the contract, payroll records, classification of employees on payroll records, and payment of prevailing wages where called for by the contract.

Please note the following classifications are not allowed on City of San Jose public works construction contracts:

Asbestos Removal Worker (Laborer)

Step I 0-1000 Hours

Step II 1001-4000 Hours

Carpet, Linoleum
Floor Covering Handler Less Than 3 Years
Floor Covering Handler Trainee, First 3 Months
Floor Covering Handler Trainee, Second 3 Months

Electrician
Material Handler, Second Six Months
Material Handler, First Six Months

Landscape Maintenance Laborer

Plumber
Underground Utility Tradesman
Landscape Tradesman I
Landscape Tradesman II
Construction Tradesman (Year 2)
Construction Tradesman (Year 3)
Construction Tradesman (Year 4)
Construction Tradesman (Year 5)

Slurry Seal Worker

Traffic Controlperson

Water Well Driller

Helper

II. Remedies For Contractor's Breach Of Prevailing Wage/Living Wage Provisions

A. General: Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Contract, it is required to pay workers either a prevailing or wage ("Wage Provision") and to submit certain documentation to the City establishing its compliance with such requirement ("Document Provision"). Contractor further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively "Goals"):

1. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
2. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
3. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose. It increases the ability of such workers to attain sustenance, decreases the amount of poverty, and reduces the amount of taxpayer funded social services in San Jose.
4. It increases competition by promoting a more level a more level playing field among contractors with regard to the wages paid to workers.

B. Withholding of Payment: Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Provision and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Prevailing Wage Provision.

In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Provision, is an express condition of the City's obligation to make each payment due the Contractor pursuant to this Contract. The City is not obligated to make payment due the contractor until contractor has performed all of its obligations under these provisions.

Any payment by the City, despite Contractor's failure to fully perform its obligations under these provisions, shall not be deemed to be a waiver of any other term or condition contained in this contract or a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.

- C. Liquidated Damages For Breach Of Wage Provision: Contractor agrees its breach of the Wage Provision would cause the City damage by undermining the Goals, and the City's damage would not be remedied by contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid.

The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Provision would be impracticable and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, Contractor shall pay to the City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.

- D. Audit Rights: All Records or documents required to be kept pursuant to this contract to verify compliance with the Wage Provision shall be made available at no cost to the City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to the City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this contract.

NON-MANDATORY PRE-BID MEETING

ATTENDANCE SHEET

PROJECT: **ENVIRONMENTAL SERVICES BUILDING TENANT IMPROVEMENT**

DATE: **THURSDAY, AUGUST 6, 2009 @ 10:00 A.M.**

MEETING AT: **4245 ZANKER ROAD, SAN JOSE, CA 95134**

<u>NAME</u>	<u>REPRESENTING</u>	<u>PHONE AND FAX</u>
<u>CLATE McCONVILLE</u>	<u>McCONVILLE, Inc.</u>	<u>408-428-9800</u> <u>408-428-9831</u>
<u>NICHOLAS KLEIN</u>	<u>"</u>	<u>"</u>
<u>JOEY BRINDAS</u>	<u>SILVER STAR DEN.</u>	<u>209-4405</u> <u>FAX-264-6757</u>
<u>Sayed Perry</u>	<u>CalState Const.</u>	<u>510-657-1800 / F-510-657</u> <u>650-961-2742 - " 1810</u>
<u>Roberto Avatorre</u>	<u>FLRMA-CORP</u>	<u>650-968-3945</u>
<u>Carol Swanson</u>	<u>CS Swanson Const. Inc.</u>	<u>408-946-3311</u> <u>408-946-5350</u>
<u>Immy Nickols</u>	<u>CORPORATE ELECTRIC</u>	<u>408-773-8120</u> <u>408-445-8324</u>
<u>Steve Butts</u>	<u>CONST/SLIDE ASSOCIATES</u>	<u>650-738-7157</u> <u>650-738-7552</u>
<u>Doug Albanowski</u>	<u>Arbor Building Group</u>	<u>F(925) 299-8769</u> <u>O:(925) 299-8753</u>
<u>Ricky Benson</u>	<u>R.L. Benson</u>	<u>(650) 765-3430</u>
<u>RICH BENSON</u>	<u>RL BENSON + SONS</u>	<u>650-965-3430</u>
<u>CAMERON ARAZHT</u>	<u>ZOLMAN CONST.</u>	<u>650-642-4884</u>
<u>MAX AGHAZADEH</u>	<u>MAXIMUM ELEC.</u>	<u>408-489-6503</u>
<u>HABIB MONTABBI</u>	<u>ICC GEN. CONT.</u>	<u>(408) 733-6654</u> <u>(408) 733-6657 FX.</u>

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NON-MANDATORY PRE-BID MEETING

ATTENDANCE SHEET

PROJECT: ENVIRONMENTAL SERVICES BUILDING TENANT
IMPROVEMENT

DATE: THURSDAY, AUGUST 6, 2009 @ 10:00 A.M.

MEETING AT: 4245 ZANKER ROAD, SAN JOSE, CA 95134

<u>NAME</u>	<u>REPRESENTING</u>	<u>PHONE AND FAX</u>
<u>J. NAVARRO</u>	<u>Ochland City Floor</u>	<u>408/3718801/408/3718804</u>
<u>Mike Ackman</u>	<u>Shellco</u>	<u>209 892 2967</u>
<u>RON LIEGENBERG</u>	<u>R.L. LIEGENBERG CONST</u>	<u>925-820-9245</u>
<u>Juan Garcia</u>	<u>JEIF</u>	<u>925-831-3093</u>
<u>Juan Garcia</u>	<u>Janit Electrical</u>	<u>408-264-3440</u>
<u>DAVID ADAMS</u>	<u>F.D. OUELLETTE & SONS</u>	<u>204-3443</u>
<u>DAVID SURIAN</u>	<u>FRANK SURIAN SONS</u>	<u>408/226 9400 (P)</u>
<u>DAVID COE</u>	<u>KR. SURFACE INC</u>	<u>408/226-9418 (F)</u>
<u>Peter Lee</u>	<u>AIR SYSTEMS INC</u>	<u>408 848-3856 948-8121</u>
<u>Garry Allison</u>	<u>Valenti Const. Inc.</u>	<u>650 330 1584</u>
<u>Robert Rickman</u>	<u>Rickman Construction</u>	<u>650-330-1587 (FAX)</u>
<u>KEVIN DANKY</u>	<u>INNOVATION CONSTRUCTION</u>	<u>408-318-9742</u>
<u>NORMAN PARIS</u>	<u>RANIS CONSTRUCTION</u>	<u>408-280-0741</u>
		<u>408 848-9688 x118</u>
		<u>408 848-9719</u>
		<u>408 691 9454</u>
		<u>408 446-1445</u>
		<u>810-777-1877 (P)</u>
		<u>810-777-1088 (F)</u>

